

**COMBINED DECLARATION & POWER OF ATTORNEY - U.S.A Application**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **COMPOSITIONS AND METHODS FOR MODULATING NEURAL SPROUTING** the specification of which

(check one)  is attached hereto  
 was filed on \_\_\_\_\_ as US Application Serial No. \_\_\_\_\_  
or PCT International Application No. \_\_\_\_\_  
and was amended on \_\_\_\_\_ (if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a). I hereby claim foreign priority benefits under 35 USC § 119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below any foreign application for patent or inventor's certificate, or PCT International application having a filing date before that of the Prior Foreign Applications(s).

| Number | Country | Day/Month/Yr filed | [ ] | Priority Not Claimed |
|--------|---------|--------------------|-----|----------------------|
|--------|---------|--------------------|-----|----------------------|

I hereby claim the benefit under 35 USC §119 (e) of any United States provisional application(s) listed below.

| Application No. | Filing Date |
|-----------------|-------------|
|-----------------|-------------|

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

| Application No. | Filing Date |
|-----------------|-------------|
|-----------------|-------------|

I hereby appoint **CARLOS A. FISHER, Registration No. 36,510** (to whom all communications are to be directed), and the below-named persons (of the same address) individually and collectively my attorneys to prosecute this application and to transact all

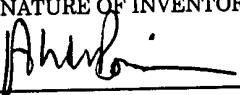
business in the Patent and Trademark Office connected therewith and with the resulting patent, with full power to appoint associate attorneys:

| Name            | Registration No. |
|-----------------|------------------|
| Robert J. Baran | 25,806           |
| Martin A. Voet  | 25,208           |

of the following correspondence address: Allergan, Inc., 2525 Dupont Drive, Irvine, CA. 92612

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

|   |                           |   |   |                                     |                    |
|---|---------------------------|---|---|-------------------------------------|--------------------|
| 1 | Full Name of Inventor     | Last Name:<br>DOLLY                         | First Name:<br>J.                           | Middle Name:<br>OLIVER              |                    |
|   | Residence and Citizenship | City:<br>CHEAM<br>SURREY<br>SM27LP          | State or Foreign Country:<br>UNITED KINGDOM | Country Of Citizenship:<br>Irish    |                    |
|   | Post Office Address       | Post Office Address:<br>7 BUCKLAND RD.      | City:<br>CHEAM<br>SURREY<br>SM27LP          | State or Country:<br>UNITED KINGDOM | Zip Code:          |
|   |                           | SIGNATURE OF INVENTOR                       | DATE:<br>27 May 99                          | J. Oliver                           | Dolly              |
| 2 | Full Name of Inventor     | Last Name:<br>AOKI                          | First Name:<br>KEI                          | Middle Name:<br>ROGER               |                    |
|   | Residence and Citizenship | City:<br>COTO DE CAZA                       | State or Foreign Country:<br>CALIFORNIA     | Country Of Citizenship:<br>USA      |                    |
|   | Post Office Address       | Post Office Address:<br>2 GINGER LILY COURT | City:<br>COTO DE CAZA                       | State or Country:<br>CALIFORNIA     | Zip Code:<br>92679 |
|   |                           | SIGNATURE OF INVENTOR                       | 5 May 99                                    | Kei Roger Aoki                      |                    |

|   |                           |  |                                      |                                    |           |
|---|---------------------------|--|--------------------------------------|------------------------------------|-----------|
| 3 | Full Name of Inventor     | Last Name:<br>DE PAIVA   | First Name:<br>ANTON                 | Middle Name:                       |           |
|   | Residence and Citizenship | City:<br>London  | State or Foreign Country:<br>ENGLAND | Country Of Citizenship:<br>British |           |
|   | Post Office Address       | Post Office Address:<br>62 Ravensmede Way<br>W41TF   | City:<br>London                      | State or Country:<br>England       | Zip Code: |
|   |                           | SIGNATURE OF INVENTOR<br> | DATE:<br>29 <sup>th</sup> April 99   |                                    |           |

**37 CFR § 1.56 Duty to Disclose Information Material to Patentability.**

A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by Section 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

Prior art cited in search reports of a foreign patent office in a counterpart application, and

The closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

It refutes, or is inconsistent with, a position the applicant takes in:

Opposing an argument of unpatentability relied on by the Office, or

Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

Each inventor named in the application;

Each attorney or agent who prepares or prosecutes the application; and

Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

**35 USC § 102. Conditions for Patentability; Novelty and Loss of Right to Patent**

A person shall be entitled to a patent unless -

- (a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for patent, or
- (b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of the application for patent in the United States, or
- (c) he has abandoned the invention, or
- (d) the invention was first patented or caused to be patented, or was the subject of an inventor's certificate, by the applicant or his legal representatives or assigns in a foreign country prior to the date of the application for patent in this country on an application for patent or inventor's certificate filed more than twelve months before the filing of the application in the United States, or
- (e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent, or
- (f) he did not himself invent the subject matter sought to be patented, or
- (g) before the applicant's invention thereof the invention was made in this country by another who had not abandoned, suppressed, or concealed it. In determining priority of invention there shall be considered not only the respective dates of conception and reduction to practice of the invention, but also the reasonable diligence of one who was first to conceive and last to reduce to practice, from a time prior to conception by the other.

**35 USC § 103. Conditions for Patentability; Non-obvious Subject Matter**

- (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.
- (b)
  - (1) Notwithstanding subsection (a), and upon timely election by the applicant for patent to proceed under this subsection, a biotechnological process using or resulting in a composition of matter that is novel under section 102 and nonobvious under subsection (a) of this section shall be considered nonobvious if -
    - (A) claims to the process and the composition of matter are contained in either the same application for patent or in separate applications having the same effective filing date; and
    - (B) the composition of matter, and the process at the time it was invented, were owned by the same person or subject to an obligation of assignment to the same person.
  - (2) A patent issued on a process under paragraph (1) -
    - (A) shall also contain the claims to the composition of matter used in or made by that process, or
      - (B) shall, if such composition of matter is claimed in another patent, be set to expire on the same date as such other patent, notwithstanding section 154.

(3) For purposes of paragraph (1), the term "biotechnological process" means -

- (A) a process of genetically altering or otherwise inducing a single- or multi-celled organism to -
  - (i) express an exogenous nucleotide sequence,
  - (ii) inhibit, eliminate, augment, or alter expression of an endogenous nucleotide sequence, or
  - (iii) express a specific physiological characteristic not naturally associated with said organism;
- (B) cell fusion procedures yielding a cell line that expresses a specific protein, such as a monoclonal antibody; and
- (C) a method of using a product produced by a process defined by subparagraph (A) or (B), or a combination of subparagraphs (A) and (B).

## RECORDATION FORM COVER SHEET PATENTS ONLY

To: The Commissioner of Patents and Trademarks,

Please record the attached original document(s) or copy(ies):

1. Submission Type:

new

Correction of PTO error (Reel /frame )

Corrective Document (Reel /frame )

2. Conveyance Type:

Assignment

License

Merger

Security Agreement

Change of Name

Other: \_\_\_\_\_

3.

| CONVEYING PARTIES  |                    |
|--|--------------------|
| Names of Conveying Parties   | Date of Conveyance |
| 1. Allergan Sales, Inc. (merged into Allergan Sales, LLC 6/3/2002) | March 31, 2003     |
| 2.   |                    |
| 3.   |                    |

Additional Conveying Parties Attached

4.

| RECEIVING PARTIES           |
|-----------------------------|
| Names of Receiving Parties  |
| Name Allergan, Inc.         |
| Address 1 2525 Dupont Drive |
| Address 2 Irvine, CA 92612  |

Additional Receiving Parties Attached

If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

5.

| DOMESTIC REPRESENTATIVE NAME AND ADDRESS |  |
|--|--|
| Name                                     |  |
| Address 1                                |  |
| Address 2                                |  |

6.

| CORRESPONDENCE NAME AND ADDRESS |                                     |
|---------------------------------|-------------------------------------|
| Name                            | Martin A. Voet (T2-7H)              |
| Address 1                       | Allergan, Inc.                      |
| Address 2                       | 2525 Dupont Drive, Irvine, CA 92612 |
| Telephone                       | 714-246-5894 and Fax 714-246-4249   |

7. Total Number of pages of the conveying document, including attachments: 17 pages

8.

| APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property) |                                   |
|--|-----------------------------------|
| Application Number   | see attached Appendix A (3 pages) |
| Application Number   | Patent Number                     |

9. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first inventor:

Title of Patent Application: \_\_\_\_\_  
Docket No.: \_\_\_\_\_  
Date of Execution by First Inventor: \_\_\_\_\_

10. Total Number of Properties Involved: 111

11. The fee amount (37 CFR §3.41) of \$ 4,440

may be debited from our Deposit Account No. 01-0885.  
 is enclosed as check no. \_\_\_\_\_.

12.  The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE M.A. Voet Date: 7/24/2003  
TYPED or PRINTED NAME: Martin A. Voet REGISTRATION NO. 25,208

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE WITH SUFFICIENT POSTAGE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENT, COMMISSIONER FOR PATENTS, WASHINGTON, D.C. 20231 ON July 22, 2003 (Date)

Name of person making deposit: Mary Lou McNown

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ASSIGNMENT**

WHEREAS: ALLERGAN, INC., a Delaware corporation, having its principal place of business at 2525 Dupont Drive, Irvine, California 92612 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in, to and under certain inventions and in, to and under corresponding Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

WHEREAS: On June 3, 2002, ALLERGAN SALES, INC., a California corporation, was merged into ALLERGAN SALES, LLC, a Delaware limited liability company pursuant to the "Agreement and Plan of Merger" filed with the Secretary of State of the State of California and with the Secretary of State of the State of Delaware (copy attached).

WHEREAS: ALLERGAN SALES, LLC, having its principal place of business at 2525 Dupont Drive, Irvine, California 92612 (hereinafter ASSIGNEE) by virtue of the above-mentioned merger owns the entire right, title and interest in, to and under certain inventions, corresponding U.S. patent applications and foreign rights directed thereto.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNEE of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNEE hereby sells, assigns and transfers to ASSIGNEE the entire right, title and interest in, to and under certain inventions in the Untied States and its territorial possessions and in all foreign countries to all Letters Patents or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for certain inventions by certain applications set forth in Appendix "A" and any continuation, divisional, renewal, substitute or reissue thereof for the full term or

terms for which the same may be granted; said sale,  
transfer and assignment effective June 3, 2002.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal  
this 31 day of March 2003.

ALLERGAN SALES, LLC

By: Martin Voet  
Martin A. Voet  
Assistant Secretary

State of CALIFORNIA )  
( ss.  
County of ORANGE )

On March 31, 2003, before me, Mary Lou McNown,  
notary public, personally appeared MARTIN A. VOET  
personally known to me to be the person whose name is  
subscribed to the within instrument and acknowledged to me  
that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the  
entity upon behalf of which the person acted, executed the  
instrument.

WITNESS my hand and official seal.

Mary Lou McNown  
Signature of Notary Public

## APPENDIX "A" (Pag 1)

| <u>SERIAL NUMBER</u> | <u>INVENTORS</u>  | <u>ALLERGAN NO.</u>              |
|----------------------|---|----------------------------------|
| 10/104,899           | Herbert K. Graham   | 16897-CIP                        |
| 10/008,722           | Aoki; et al.  | 16952-CON-DIV5-CIP               |
| 10/365,082           | Aoki; et al.  | 16952-CON-DIV5-CIP-<br>CON (BOT) |
| 10/108,714           | Regan; et al.   | 17023-DIV-CIP-CON                |
| 09/903,954           | Michael E. Garst  | 17095-FWC-CIP-CON                |
| 09/998,358           | Teng; et al.  | 17170-DIV2                       |
| 10/017,660           | Joseph S. Adorante  | 17219-CIP-CON3                   |
| 10/116,492           | Joseph S. Adorante  | 17219-CIP-CON4                   |
| 09/367,712           | John Sefton   | 17224                            |
| 09/264,531           | John Sefton   | 17235                            |
| not assigned         | Olejnik; et al  | 17237-CON2-CIP-CON3              |
| 09/329,752           | Chow; et al.  | 17243-CIP2                       |
| 09/815,362           | Chow; et al.  | 17243-CIP3                       |
| 09/108,298           | Nagpal; et al.  | 17253                            |
| 09/294,980           | Dolly; et al.   | 17259                            |
|                      | (only the portion assigned by Roger Aoki)                 |                                  |
| 09/989,295           | Beck; et al.  | 17273-CON                        |
| 09/760,133           | Firestone; et al.   | 17278-CON                        |
| 09/288,326           | Sachs; et al.   | 17282                            |
| 09/548,409           | Sachs; et al.   | 17282-CIP                        |
| 10/304,665           | Klein; et al.   | 17276-CIP-CON                    |
| 09/919,195           | Massaro; et al.   | 17293-DIV                        |
|                      | (only the portion assigned by Chandraratna)               |                                  |
| 10/305,049           | Massaro; et al.   | 17294-CON                        |
|                      | (only the portion assigned by Chandraratna)               |                                  |
| 09/548,896           | Chandraratna; et al.                                      | 17295                            |
|                      | (only the portion assigned by Chandraratna)               |                                  |
| 09/624,129           | Muller; et al.  | 17300-CIP                        |
| 09/838,772           | Cheetham; et al.  | 17300-CIP2                       |
| 10/236,712           | Muller; et al.  | 17300-CIP-CON                    |
| 10/194,834           | Muller; et al.  | 17301-DIV2                       |
| 09/590,447           | Forman; et al.  | 17302                            |
|                      | (only that portion assigned by<br>Beard and Chandraratna) |                                  |
| 09/621,179           | Chandraratna; et al.                                      | 17304                            |
| 09/371,354           | Stephen Donovan   | 17310                            |
| 10/114,740           | Gregory F. Brooks   | 17310-CIP                        |
| 09/648,692           | Dolly; et al.   | 17311                            |
| 09/500,147           | Terrence J. Hunt  | 17319                            |
| 10/047,058           | Terrence J. Hunt  | 17319-CIP                        |
| 10/360,098           | Terrence J. Hunt  | 17319-CIP-CIP                    |

APPENDIX "A" (Page 2)

| <u>SERIAL NUMBER</u> | <u>INVENTORS</u>  | <u>ALLERGAN NO.</u> |
|----------------------|-------------------|---------------------|
| 10/135,595           | Vasudevan; et al. | 17321               |
| 10/038,215           | Evan B. Dreyer    | 17322-CON           |
| 09/692,811           | Stephen Donovan   | 17324               |
| 09/810,601           | Stephen Donovan   | 17324-CIP           |
| 10/071,826           | Donovan; et al.   | 17326-CIP2          |
| 09/552,823           | Pacifci; et al.   | 17327-CIP           |
| 10/199,222           | Aoki; et al.      | 17328-CON           |
| 09/489,667           | Stephen Donovan   | 17329               |
| 09/938,112           | Stephen Donovan   | 17329-DIV           |
| 09/625,098           | Stephen Donovan   | 17329-CIP           |
| 10/039,520           | Beard; et al.     | 17331-REF           |
| 09/533,680           | Beard; et al.     | 17331               |
| 09/706,211           | Stephen Donovan   | 17341-DIV           |
| 09/706,173           | Stephen Donovan   | 17341-DIV2          |
| 09/706,172           | Stephen Donovan   | 17341-DIV3          |
| 09/706,215           | Stephen Donovan   | 17341-DIV5          |
| 10/017,834           | Voet; et al.      | 17341-CIP2          |
| 10/099,238           | Voet; et al.      | 17341-CIP3          |
| 09/704,464           | Stephen Donovan   | 17342-DIV2          |
| 09/835,949           | Stephen Donovan   | 17342-CON           |
| 09/971,869           | Stephen Donovan   | 17342-DIV-CON       |
| 09/815,156           | Klein; et al.     | 17346               |
| 09/850,835           | Kusari; et al.    | 17347               |
| 09/548,315           | Chow; et al.      | 17351               |
| 09/778,975           | Chow; et al.      | 17351-CIP           |
| 09/561,106           | Stephen Donovan   | 17354               |
| 09/904,018           | Olejnik; et al.   | 17361               |
| 10/236,566           | Olejnik; et al.   | 17361-CON           |
| 10/299,386           | Olejnik; et al.   | 17361-DIV           |
| 10/146,224           | Old; et al.       | 17366               |
| 10/300,492           | Burk; et al.      | 17373-CON-CIP-CON   |
| 10/004,230           | Steward; et al.   | 17376               |
| 09/640,852           | Nehme; et al.     | 17377               |
| 09/651,235           | Vasudevan; et al. | 17379               |
| 10/079,993           | Vasudevan; et al. | 17382-DIV           |
| 10/364,225           | Vasudevan; et al. | 17382-DIV2          |
| 10/097,368           | Vasudevan; et al. | 17383-DIV           |
| 10/097,315           | Vasudevan; et al. | 17383-DIV2          |
| 10/212,533           | Vasudevan; et al. | 17386-DIV3          |
| 10/104,433           | Burk; et al.      | 17390-CIP           |
| 09/847,935           | Woodward; et al.  | 17392               |
| 10/155,925           | Brooks; et al.    | 17396-CON           |
| 09/751,053           | Gil; et al.       | 17399               |

APPENDIX "A" (Page 3)

| <u>SERIAL NUMBER</u> | <u>INVENTORS</u>   | <u>ALLERGAN NO.</u> |
|----------------------|--|---------------------|
| 10/020,541           | Wheeler; et al.  | 17400               |
| 09/998,718           | Burke; et al.  | 17400-CIP           |
| 09/726,949           | Lin; et al.  | 17408               |
| 10/051,952           | Patricia S. Walker   | 17409-CIP           |
| 10/081,126           | Gerald W. DeVries  | 17413               |
| 09/848,249           | Woodward; et al.   | 17415               |
| 09/848,159           | Yuan; et al.   | 17416               |
| 10/131,848           | Huth; et al.   | 17421               |
| 09/814,604           | Klein; et al.  | 17425               |
| 09/922,226           | Zhao; et al.   | 17432               |
| 10/121,076           | Robert T. Lyons  | 17433               |
| 09/882,720           | Burk; et al.   | 17437               |
| 10/103,301           | Burk; et al.   | 17437-CIP           |
| 10/346,828           | Burk; et al.   | 17437-CON           |
| 10/294,521           | Burk; et al.   | 17438-DIV           |
| 09/956,470           | Liang; et al.  | 17440-CIP           |
| 09/918,847           | Joshi; et al.  | 17442               |
| 09/904,753           | Robert T. Lyons  | 17445               |
| 09/893,159           | Woodward; et al.   | 17446               |
| 09/942,098           | Steward; et al.  | 17451               |
| 09/942,024           | Steward; et al.  | 17452               |
| 10/104,385           | Forman; et al.   | 17453-CIP           |
| 09/954,610           | Martin A. Voet   | 17455               |
| 10/143,076           | Lam; et al.  | 17456               |
| 10/017,817           | Chang; et al.  | 17462               |
| 10/016,850           | Hughes; et al.   | 17468               |
| 10/016,036           | David; et al.<br>(only that portion assigned<br>by Robert David) | 17476               |
| 10/100,638           | Vasudevan; et al.  | 17485               |
| 10/082,691           | Stephen Donovan  | 17486               |
| 10/133,094           | Stanley W. Huth  | 17487               |
| 10/099,239           | Martin A. Voet   | 17489               |
| 10/099,602           | Lisa D. Hanin  | 17493               |
| 10/143,078           | Stephen Donovan  | 17500               |

00678567

*Morgan  
Agreement*

State of California



**SECRETARY OF STATE**

I, **BILL JONES**, Secretary of State of the State of California,  
hereby certify:

That the attached transcript of 1 page(s) has  
been compared with the record on file in this office, of  
which it purports to be a copy, and that it is full, true  
and correct.

**IN WITNESS WHEREOF**, I execute this  
certificate and affix the Great Seal of  
the State of California this day of

JUN 18 2002

*Bill Jones*

Secretary of State

00678567

AGREEMENT AND PLAN OF MERGER

BETWEEN

ALLERGAN SALES, INC.  
(a California corporation)

AND

ALLERGAN SALES, LLC  
(a Delaware limited liability company)

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

JUN - 3 2002

BILL JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER is made as of June 3, 2002 (this "Agreement of Merger"), by and between Allergan Sales, Inc., a California corporation (the "Corporation"), and Allergan Sales, LLC, a Delaware limited liability company (the "LLC", and collectively with the Corporation the "Constituent Companies").

WHEREAS, the Corporation was incorporated by the filing of Articles of Incorporation with the Secretary of State of the State of California on March 20, 1980; and

WHEREAS, the LLC was formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on February 25, 2002, and Allergan, Inc., a Delaware corporation and the sole member of the LLC (the "Member"), has entered into a Limited Liability Company Agreement dated as of February 25, 2002 (the "Operating Agreement");

NOW, THEREFORE, the parties hereby agree as follows:

1. Upon the terms and subject to the conditions hereof and in accordance with the California General Corporation Law (the "CGCL") and the Delaware Limited Liability Company Act (the "DLLCA"), the Corporation shall be merged with and into the LLC (the "Merger") at the Effective Time (as hereinafter defined). Following the Merger, the separate existence of the Corporation shall cease, and the LLC shall continue as the surviving entity (the "Surviving Entity") and shall succeed to and assume all of the rights and obligations of the Corporation in accordance with the CGCL and the DLLCA.

2. The parties hereto shall cause the Merger to be consummated by filing this Agreement of Merger, along with a Certificate of Merger, with the Secretary of State of the State of California pursuant to Section 1113 of the CGCL, and by filing a Certificate of Merger (the "Certificate of Merger") with respect thereto with the Secretary of State of the State of Delaware pursuant to Section 18-209 of the DLLCA. When used in this Agreement of Merger, the term "Effective Date" shall mean the date of filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

3. The Merger shall have the effects set forth in Section 1113(i) of the CGCL and Section 18-209(g) of the DLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all of the property,

rights, privileges, powers and franchises of the Corporation and the LLC shall rest in the Surviving Entity, and all debts, liabilities and duties of the Corporation and the LLC shall become the debts, liabilities and duties of the Surviving Entity.

4. As of the Effective Time, by virtue of the Merger and without any action on the part of the Member of the LLC, or the shareholders or the Board of Directors of the Corporation, each share of capital stock in the Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished without consideration. The membership interests of the LLC outstanding immediately prior to the Effective Time shall continue to be outstanding and shall not be affected by the Merger.

5. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Companies, or (b) otherwise to carry out the purposes of this Agreement of Merger, the Surviving Entity and its proper authorized representatives shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Companies, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of each of the Constituent Companies, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such constituent Company and otherwise to carry out the purposes of this Agreement of Merger.

6. As required by the CGCL, the Surviving Entity hereby agrees to (i) be served in the State of California in any proceeding for the enforcement of an obligation of any Constituent Company and in any proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a constituent domestic limited liability company or domestic other business entity; (ii) irrevocably appoint the Secretary of State of the State of California as its agent for service of process, which process may be forwarded to 2525 Dupont Drive, Irvine, California 92612; and (iii) promptly pay the holder of any dissenting interest or dissenting share in a constituent domestic limited liability company or domestic other business entity the amount to which that person is entitled under California law.

IN WITNESS WHEREOF, the undersigned have caused this Agreement of Merger to be executed by their respective officers or representatives thereunto duly authorized as of the date first above written.

**ALLERGAN SALES, INC.,**  
a California corporation

By: 

Jeffrey L. Edwards  
Vice President

By: 

Matthew J. Maletta  
Assistant Secretary

**ALLERGAN SALES, LLC,**  
a Delaware limited liability company

By: ALLERGAN, INC., its Sole Member

By: 

Name: Matthew J. Maletta

Title: Assistant Secretary

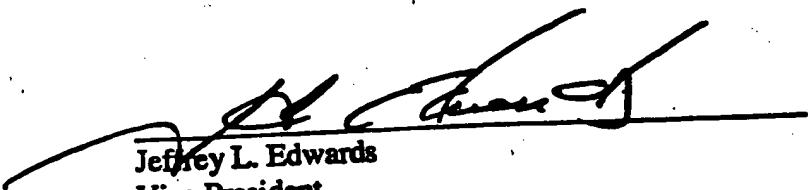
**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER**

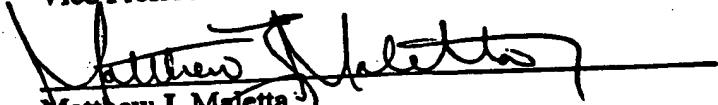
Jeffrey L. Edwards and Matthew J. Maletta state and certify that:

1. They are the Vice President and Assistant Secretary, respectively, of Allergan Sales, Inc., a California corporation.
2. The Agreement and Plan of Merger in the form attached was duly approved by the Board of Directors and the sole stockholder of the corporation.
3. There is only one class of shares and the total number of outstanding shares is 1,000 shares of Common Stock.
4. Approval of the Agreement and Plan of Merger by the holder of 100% of the outstanding shares of Common Stock was the vote required to approve the Agreement and Plan of Merger. The percentage of the outstanding shares of the corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled the vote required.
5. No vote of the stockholders of the corporation's parent, Allergan, Inc., was required to approve the Agreement and Plan of Merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: June 3, 2002

  
Jeffrey L. Edwards  
Vice President

  
Matthew J. Maletta  
Assistant Secretary



State of California  
Bill Jones  
Secretary of State

OTHER BUSINESS ENTITY  
CERTIFICATE OF MERGER

(Corporations Code Sections 1113(g)(1) and (2), 6018.1, 8018.1 and 12540.1)

Filing Fee - Please see instructions.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

|   |                                   |  |                                |
|---|-----------------------------------|--|--------------------------------|
| 1. Name of surviving entity:<br>Allergan Sales, LLC     | 2. Type of entity:<br>LLC         | 3. Secretary of State File Number:<br>200216110097 | 4. Jurisdiction:<br>Delaware   |
| 5. Name of disappearing entity:<br>Allergan Sales, Inc. | 6. Type of entity:<br>Corporation | 7. Secretary of State File Number:<br>C0978306     | 8. Jurisdiction:<br>California |
| 2. Future effective date, if any:                       |                                   | Month  | Day                            |
|   |                                   | Year   |                                |

10. If a vote was required enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:  
Surviving Entity  
Each class entitled to vote  
Sole Member  
Percentage of vote required  
100%

Disappearing Entity  
Each class entitled to vote  
Sole Shareholder  
1,000 common shares issued  
Percentage of vote required  
100%

11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.

12. If equity securities of a parent party are to be issued in the merger:  
[ ] No vote of the shareholders of the parent party was required. [ ] The required vote of the shareholders of the parent party was obtained.

SECTION 13 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, DOMESTIC LIMITED PARTNERSHIP OR PARTNERSHIP.

13. Requisite changes to the information set forth in the Articles of Organization, Certificate of Limited Partnership or Statement of Partnership Authority of the surviving limited liability company, limited partnership or partnership resulting from the merger. Attach additional pages, if necessary.

SECTION 14 IS APPLICABLE IF THE SURVIVING ENTITY IS AN OTHER BUSINESS ENTITY.

14. Principal business address of the surviving other business entity:

Address: 2525 Dupont Drive  
City: Irvine State: California Zip: 92612

15. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.

16. Statutory or other basis under which each foreign other business entity is authorized to effect the merger:  
Delaware Limited Liability Company Act Section 18-209

17. Number of pages attached, if any: 1

18. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.

See Attached

Signature of Authorized Person for the Surviving Entity Date

Type or Print Name and Title of Person Signing

Date

See Attached

Signature of Authorized Person for the Surviving Entity Date

Type or Print Name and Title of Person Signing

Date

See Attached

Signature of Authorized Person for the Disappearing Entity Date

Type or Print Name and Title of Person Signing

Date

See Attached

Signature of Authorized Person for the Disappearing Entity Date

Type or Print Name and Title of Person Signing

Date

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing.

RECSTATE (REV. 1/2000)

FORM OBE Merger-1 - Approved by Secretary of State

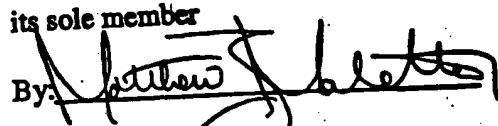
ATTACHMENT PAGE  
TO  
OTHER BUSINESS ENTITY  
CERTIFICATE OF MERGER

18. Signature of Authorized person for the Surviving Entity

Dated: June 3, 2002

ALLERGAN SALES, LLC,  
a Delaware limited liability company

ALLERGAN, INC.,  
a Delaware corporation,  
its sole member

By: 

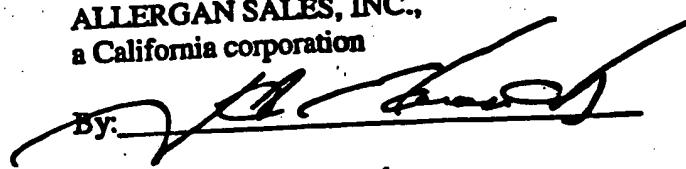
Name: Matthew J. Maletta

Title: Assistant Secretary

Signature of Authorized person for the Disappearing Entity

Dated: June 3, 2002

ALLERGAN SALES, INC.,  
a California corporation

By: 

Name: Jeffrey L. Edwards

Title: Vice President

By: 

Name: Matthew J. Maletta

Title: Assistant Secretary



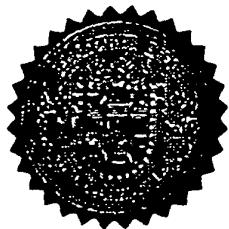
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ALLERGAN SALES, INC.", A CALIFORNIA CORPORATION,  
WITH AND INTO "ALLERGAN SALES, LLC" UNDER THE NAME OF  
"ALLERGAN SALES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND  
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED  
AND FILED IN THIS OFFICE THE THIRD DAY OF JUNE, A.D. 2002, AT 9  
O'CLOCK A.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3496059 8100M

AUTHENTICATION: 1809761

DATE: 06-03-02

**CERTIFICATE OF MERGER  
OF  
ALLERGAN SALES, INC.  
(a California corporation)  
WITH AND INTO  
ALLERGAN SALES, LLC  
(a Delaware limited liability company)**

**(Pursuant to Section 18-209 of the  
Delaware Limited Liability Company Act)**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act ("DLLCA"), the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:

**FIRST:** The name and jurisdiction of formation or incorporation of the limited liability company and corporation which are parties to the merger (the "constituent entities") are as follows:

| <u>Name of Entity</u> | <u>State of Formation or Incorporation</u> |
|-----------------------|--|
| Allergan Sales, Inc.  | California                                 |
| Allergan Sales, LLC   | Delaware                                   |

**SECOND:** An Agreement and Plan of Merger (the "Merger Agreement") between the constituent entities has been approved and executed by each of the constituent entities which are to merge in accordance with the requirements of Section 18-209 of the DLLCA.

**THIRD:** The name of the surviving limited liability company is: Allergan Sales, LLC (the "Surviving Entity").

**FOURTH:** The merger shall become effective upon filing of this Certificate of Merger.

**FIFTH:** The executed Merger Agreement is on file at the office of the Surviving Entity, the address of which is 2525 Dupont Drive, Irvine, California 92612.

**SIXTH:** A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the Surviving Entity or to any person holding an interest in the entity which is to merge with and into the Surviving Entity.

**STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 06/03/2002  
020354968 - 3496059**

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 3rd day of June, 2002, and is being filed in accordance with Section 18-209 of the DLLCA by a duly authorized person on behalf of Allergan Sales, LLC.

ALLERGAN SALES, LLC,  
a Delaware limited liability company

ALLERGAN, INC.,

a Delaware corporation,  
its sole member

By: 

Name: Matthew J. Malotta

Title: Assistant Secretary



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JANUARY 06, 2000

PTAS RECEIVED

ALLERGAN, INC.  
CARLOS A. FISHER (T2-2E)  
2525 DUPONT DRIVE  
IRVINE, CA 92612

JAN 25 2000



\*101211101A\*

LEGAL/PATENTS

CF  
CORRECTED  
NOTICE

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER  
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA  
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD  
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY  
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/28/1999

REEL/FRAME: 010054/0941

NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DOLLY, OLIVER

DOC DATE: 05/07/1999

ASSIGNOR:

DE PAIVA, ANTON

DOC DATE: 05/07/1999

ASSIGNEE:

IMPERIAL COLLEGE OF SCIENCE,  
TECHNOLOGY AND MEDICINE OF  
LONDON  
LONDON SW7 2AZ, ENGLAND

SERIAL NUMBER: 09294980

FILING DATE: 04/19/1999

PATENT NUMBER:

ISSUE DATE:

LENELL MACKALL, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

01-06-2000

ER SHEET



101211101

To: The Commissioner of Patents and Trademarks,

Please record the attached original document(s) or copy(ies):

## 1. Submission Type:

New

Correction of PTO error (Reel /frame )

Corrective Document (Reel /frame )

## 2. Conveyance Type:

Assignment

License

Merger

Security Agreement

Change of Name

Other: \_\_\_\_\_

6-28-99

## 3.

| CONVEYING PARTIES          |  |                    |
|----------------------------|--|--------------------|
| Names of Conveying Parties |  | Date of Conveyance |
| 1. Oliver Dolly            |  | May 7, 1999        |
| 2. Anton De Paiva          |  | May 7, 1999        |
| 3.                         |  |                    |

Additional Conveying Parties Attached

## 4.

| RECEIVING PARTIES   |  |  |
|---|--|--|
| Names of Receiving Parties  |  |  |
| 1/28/1999 MTHAI1 00000209 010885 09294980                           |  |  |
| 1. FC:501 40.00 CH  |  |  |
| Name Imperial College of Science, Technology and Medicine of London |  |  |
| Address 1 London SW7 2 AZ   |  |  |
| Address 2 England   |  |  |

Additional Receiving Parties Attached

If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

6.

| <b>DOMESTIC REPRESENTATIVE NAME AND ADDRESS</b> |  |
|---|--|
| Name Carlos A. Fisher (T2-2E)                   |  |
| Address 1 Allergan, Inc.                        |  |
| Address 2 2525 Dupont Drive, Irvine, CA 92612   |  |

8.

| <b>CORRESPONDENCE NAME AND ADDRESS</b>        |  |
|---|--|
| Name Carlos A. Fisher (T2-2E)                 |  |
| Address 1 Allergan, Inc.                      |  |
| Address 2 2525 Dupont Drive, Irvine, CA 92612 |  |
| Telephone and Fax 714-246-4920/ 714-246-4249  |  |

9. Total Number of pages of the conveying document, including attachments: 5

10.

| <b>APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property)</b> |               |
|---|---------------|
| Application Number 09/294,980 Filed 4/19/1999                                   | Patent Number |
| Application Number  | Patent Number |
| Application Number  | Patent Number |
| Application Number  | Patent Number |

11. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first inventor:

Title of Patent Application: \_\_\_\_\_

Docket No.: \_\_\_\_\_

Date of Execution by First Inventor: \_\_\_\_\_

12. Total Number of Properties Involved: 1

13. The fee amount (37 CFR §3.41) of \$ 40.00

 may be debited from our Deposit Account No. 01-0885. is enclosed as check no. \_\_\_\_\_.14.  The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE



Date: 6/28/99

TYPED or PRINTED NAME: CARLOS A. FISHER, ESQ.REGISTRATION NO. 36,510

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 7<sup>th</sup> day of May 1999 between

- (1) Imperial College of Science, Technology and Medicine of London, SW7 2AZ, ("the College") and
- (2) Professor Oliver Dolly of Department of Biochemistry, Imperial College of Science, Technology and Medicine, London SW7 2AZ ("Professor Dolly") and
- (3) Dr Anton De De Paiva of Department of Biochemistry, Imperial College of Science, Technology and Medicine, London SW7 2AZ ("Dr De Paiva") and

### WHEREAS

- A. Professor Dolly and Dr De Paiva of the College have made an invention Compositions and Methods for Modulating Neural Sprouting ("the Invention") in respect of which there has been filed a US Provisional Patent Application 60/ 083,472 ("the Patent Application").
- B. At the time the Invention was made Professor Dolly and Dr De Paiva were employees of the College and the Invention was made in the course of their normal duties and the College is consequently the beneficial owner of the Invention pursuant to Section 39 of the Patents Act 1977.
- C. Professor Dolly and Dr De Paiva wish to assign their rights in the Invention and the Patent Application to the College and the College wishes to take assignment of such rights.

### IT IS HEREBY AGREED as follows:

1. Professor Dolly and Dr De Paiva warrant that they were co-inventors of the Invention.
2. Professor Dolly and Dr De Paiva acknowledge that the Invention was made in the course of their normal duties as employees of the College and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties and that consequently the Invention belongs to the College pursuant to Section 39 of the Patents Act 1977.
3. In consideration with the College agreeing to share any income from the commercial exploitation of the Invention with Professor Dolly and Dr De Paiva in accordance with the College policy in place at the time, Professor Dolly and Dr De Paiva assign and confirm absolutely to the College:
  - (i) the Invention and all patents and other intellectual property that have or may be granted pursuant to the Patent Application, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Patent Application in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions); and
  - (ii) all rights of action, powers and benefits arising from ownership of the Invention and the Patent Application, including without limitation the right

to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Agreement; and

(iii) all rights of ownership of any materials that form part of the Invention.

4. The College accepts such assignment.

5. Professor Dolly and Dr De Paiva each agree that they will at the request and expense of IC Innovations:

(i) take all reasonable steps to assist in obtaining the grant of patent or other forms of statutory protection in respect of the Invention in any territory as may be required by the College; and

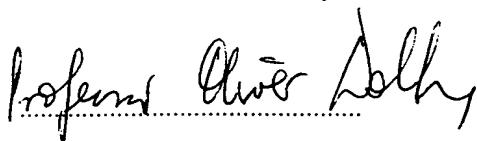
(ii) execute and do all such documents and things as may be necessary for the purpose of sub-paragraph (i) of this Clause 5 and for vesting any relevant rights in the College absolutely.

6. The transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value exceeds £60,000 (sixty thousand pounds).

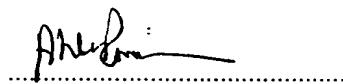
7. This Agreement, its construction and performance shall be governed by the laws of England and subject to the jurisdiction of the English courts.

**SIGNED BY:**

**Professor Oliver Dolly**



**Dr Anton De Paiva**



**Imperial College of Science, Technology and Medicine**

By: M. Hansen

By: W. A. Wakeham

Name: M. Hansen

Name: W. A. Wakeham

Title: Director of Finance

Title: Deputy Rector

STATEMENT OF NOTARY PUBLIC

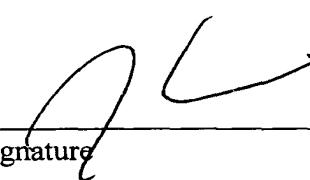
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7th day of May 1999

On May 7, 1999, before me, Kerr Milligan personally appeared Michael Ray HANSEN and William Arnot WAKEHAM

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Signature 

JAMES KERR MILLIGAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
WITH LIFE.



## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RE: Application of: Dolly et al )  
Serial No. 09/294,9801 ) Group: Not yet assigned  
Filed: April 19, 1999 ) Examiner: Not yet assigned  
Title: COMPOSITIONS AND )  
METHODS FOR MODULATING )  
NEURAL SPROUTING )

---

TRANSMITTAL SHEET

Box: Assignments  
Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Transmitted herewith are the following documents:

- 1) Recordation Form Cover Sheet
- 2) Assignment
- 3) Return/Stamped Postcard

The surcharge set forth in 37 CFR 1.16(e) for a large entity, as well as any other fee necessary in connection with this communication, is hereby authorized to be debited from our Deposit Account 01-0885.

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS, ON THE DATE SHOWN BELOW, BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE WITH SUFFICIENT POSTAGE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENT, ASSISTANT COMMISSIONER FOR PATENTS, WASHINGTON, D.C. 20231

Signed: Bonnie Ferguson  
Name (printed) Bonnie Ferguson

Date of signature: 6/24/99  
Date of Mailing: 6/24/99

DOCKET NO. 17259(AP)  
PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of  
Dolly et al

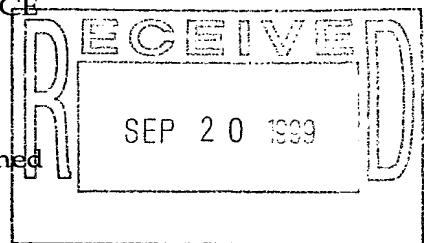
Serial No: 09/294,980

Filed: April 19, 1999

For: COMPOSITIONS AND METHODS FOR  
MODULATING NEURAL SPROUTING

Group Art Unit: 1646

Examiner: Not Assigned



REQUEST FOR CORRECTION OF NOTICE OF ASSIGNMENT DOCUMENT

U.S. Patent and Trademark Office  
Assignment Division  
Box Assignments, CG-4  
1213 Jefferson Davis Hwy.-Suite 320  
Washington, D.C. 20231

Sir:

Please correct the Notice of Recordation of Assignment  
Document as follows:

Second occurrence of "ASSIGNOR: " delete "DE PALVA" and  
insert in place thereof --DE PAIVA--

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Carlos A. Fisher".

Carlos A. Fisher  
Registration No. 36,510

Date: 9/15/1999  
Legal Department, T2-7H  
ALLERGAN, INC.  
2525 Dupont Drive  
Irvine, CA 92612  
Telephone: (714) 246-4920  
Fax: (714) 246-4249

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: U.S. Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Hwy.-Suite 320 Washington, D.C. 20231 9/15/1999 (Date of Deposit) Printed name of person mailing correspondence: Bonnie Ferguson (Date of Signature) 9/15/1999  
Signature: Bonnie Ferguson



11259  
CP

UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

AUGUST 30, 1999

PTAS

ALLERGAN, INC.  
CARLOS A. FISHER (T2-2E)  
2 2525 DUPNT DRIVE  
IRVINE, CA 92612



\*101082534A\*

RECEIVED

SEP 17 1999

UNITED STATES PATENT AND TRADEMARK OFFICE LEGAL/PATENTS  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/28/1999

REEL/FRAME: 010054/0849  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

ALLERGAN SALES, INC.  
2525 DUPONT DRIVE  
IRVINE, CALIFORNIA 92612

DOC DATE: 06/22/1999

ASSIGNOR:

AOKI, KEI ROGER

SERIAL NUMBER: 09294980

FILING DATE: 04/19/1999  
PATENT NUMBER:

SHARON LATIMER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RE 06-30-1999

1 SHEET



101082534

20

To: The Commissioner of Patents and Trademarks,

Please record the attached original document(s) or copy(ies):

## 1. Submission Type:

 new Correction of PTO error (Reel /frame ) Corrective Document (Reel /frame )

RECEIVED

SEP 17 1999

LEGAL/PATENTS

## 2. Conveyance Type:

 Assignment License Merger Security Agreement Change of Name Other: \_\_\_\_\_

6-28-99

## 3.

## CONVEYING PARTIES

| Names of Conveying Parties | Date of Conveyance |
|----------------------------|--------------------|
| 1 Kei Roger Aoki           | 6/22/1999          |
| 2.                         |                    |
| 3.                         |                    |

 Additional Conveying Parties Attached

## 4.

## RECEIVING PARTIES

| Names of Receiving Parties  |
|-----------------------------|
| Name Allergan Sales, Inc.   |
| Address 1 2525 Dupont Drive |
| Address 2 Irvine, CA 92612  |

28/1999 MTHAI1 00000210 010885 09294980

 40-00-CH Additional Receiving Parties Attached If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

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6.

| DOMESTIC REPRESENTATIVE NAME AND ADDRESS |               | SEP 17 1999 |
|--|---------------|-------------|
| Name                                     | LEGAL/PATENTS |             |
| Address 1                                |               |             |
| Address 2                                |               |             |

8.

| CORRESPONDENCE NAME AND ADDRESS |                                    |
|---------------------------------|------------------------------------|
| Name                            | Carlos A. Fisher (T2-2E)           |
| Address 1                       | Allergan, Inc.                     |
| Address 2                       | 2525 Dupnt Drive, Irvine, CA 92612 |
| Telephone and Fax               | 714-246-4920/714-246-4249          |

9. Total Number of pages of the conveying document, including attachments:

5 6

10.

| APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property) |                            |               |
|--|----------------------------|---------------|
| Application Number   | 09/294,980 Filed 4/19/1999 | Patent Number |
| Application Number   |                            | Patent Number |
| Application Number   |                            | Patent Number |
| Application Number   |                            | Patent Number |

11. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first inventor:

Title of Patent Application: \_\_\_\_\_

Docket No.: \_\_\_\_\_

Date of Execution by First Inventor: \_\_\_\_\_

12. Total Number of Properties Involved: 113. The fee amount (37 CFR §3.41) of \$ 40.00

X may be debited from our Deposit Account No. 01-0885.

 is enclosed as check no. \_\_\_\_\_.

14. X The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE


Date: 6/23/99TYPED or PRINTED NAME: CARLOS A. FISHER, ESQ.REGISTRATION NO. 36,510

## ASSIGNMENT

LEGAL/PATENTS

WHEREAS I, Kei Roger Aoki of ORANGE COUNTY, CALIFORNIA (hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled: COMPOSITIONS AND METHODS FOR MODULATING NEURAL SPROUTING for which application for Letters Patent of the United States was filed on April 19, 1999 under application number 09/294,980.

WHEREAS: Allergan Sales, Inc., having its principal place of business at 2525 Dupont Drive, Irvine, CA 92612 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, divisional, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalent thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Dolly et al

Doc. No. 17259(AP)

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

June 22, 1989

Kei Roger Aoki  
Kei Roger Aoki

State of CALIFORNIA )  
                                  )  
                                  ) ss:  
County of ORANGE        )

On JUNE 22, 1989 before me, MARY LOU MC NOWN, notary public  
personally appeared KEI ROGER AOKI  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person, or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary Lou Mc Nown  
Notary Public



Rule 56(a) & (b) = 37 C.R.F. 1.56(a) & (b)  
**PATENT AND TRADEMARK CASES - RULES OF PRACTICE**  
**DUTY OF DISCLOSURE**

(a) ...Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the [Patent and Trademark] Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability... (b) information is material to patentability when it is not cumulative and (1) It also establishes by itself, or in combination with other information, a prima facie case of unpatentability of a claim or (2) refutes, or is inconsistent with, a position the applicant takes in: (i) Opposing an argument of unpatentability relied on by the Office, or (ii) Asserting an argument of patentability.

**PATENT LAWS 35 U.S.C.**

**§102. Conditions for patentability; novelty and loss of right to patent**

A person shall be entitled to a patent unless—

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for patent or  
(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of the application for patent in the United States, or  
(c) he has abandoned the invention, or  
(d) the invention was first patented or caused to be patented, or was the subject of an inventor's certificate, by the applicant or his legal representatives or assigns in a foreign country prior to the date of the application for patent in this country on an application for patent or inventor's certificate filed more than twelve months\* before the filing of the application in the United States, or  
(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371 (c) of this title before the invention thereof by the application for patent, or  
(f) he did not himself invent the subject matter sought to be patented, or  
(g) before the applicant's invention thereof the invention was made in this country by another who had not abandoned, suppressed, or concealed it. In determining priority of invention there shall be considered not only the respective dates of conception and reduction to practice of the invention, but also the reasonable diligence of one who was first to conceive and last to reduce to practice, from a time prior to conception by the other.

**§103. Condition for patentability; non-obvious subject matter**

A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made. Subject matter developed by another person, which qualified as prior art only under subsection (f) or (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person.

\* Six months for Design Applications (35 U.S.C. 172).

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RE: Application of: Dolly et al )  
Serial No. 09/294,9801 ) Group: Not yet assigned  
Filed: April 19, 1999 ) Examiner: Not yet assigned  
Title: COMPOSITIONS AND )  
METHODS FOR MODULATING )  
NEURAL SPROUTING )

---

TRANSMITTAL SHEET

Box: Assignments  
Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Transmitted herewith are the following documents:

- 1) Recordation Form Cover Sheet
- 2) Assignment
- 3) Return/Stamped Postcard

The surcharge set forth in 37 CFR 1.16(e) for a large entity, as well as any other fee necessary in connection with this communication, is hereby authorized to be debited from our Deposit Account 01-0885.

## CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS, ON THE DATE SHOWN BELOW, BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE WITH SUFFICIENT POSTAGE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENT, ASSISTANT COMMISSIONER FOR PATENTS, WASHINGTON, D.C. 20231

Signed: Bonnie Ferguson  
Name (printed) Bonnie Ferguson

Date of signature: 6/24/99  
Date of Mailing: 6/24/99



17257 CP

UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

AUGUST 30, 1999

PTAS

ALLERGAN, INC.  
CARLOS A. FISHER (T2-2E  
2525 DUPONT DRIVE  
IRVINE, CA 92612



\*101082533A\*

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SEP 13 1999

LEGAL/PATENTS

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

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RECORDATION DATE: 06/28/1999

REEL/FRAME: 010054/0941  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
DOLLY, OLIVER

DOC DATE: 05/07/1999

ASSIGNOR:  
DE PALVA, ANTON

DOC DATE: 05/07/1999

ASSIGNEE:  
IMPERIAL COLLEGE OF SCIENCE,  
TECHNOLOGY AND MEDICINE OF  
LONDON  
LONDON SW7 2AZ, ENGLAND

SERIAL NUMBER: 09294980  
PATENT NUMBER:

FILING DATE: 04/19/1999  
ISSUE DATE:

DOROTHY RILEY, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

06-30-1999



## FEE SHEET

101082533

To: The Commissioner of Patents and Trademarks,

Please record the attached original document(s) or copy(ies):

## 1. Submission Type:

 New

 Correction of PTO error (Reel /frame )

 Corrective Document (Reel /frame )

## 2. Conveyance Type:

 Assignment

 License

 Merger

 Security Agreement

 Change of Name

 Other: \_\_\_\_\_

6-28-99

## 3.

| CONVEYING PARTIES |                            |                    |
|-------------------|----------------------------|--------------------|
|                   | Names of Conveying Parties | Date of Conveyance |
| 1                 | Oliver Dolly               | May 7, 1999        |
| 2.                | Anton De Paiva             | May 7, 1999        |
| 3.                |                            |                    |

 Additional Conveying Parties Attached

## 4.

| RECEIVING PARTIES   |  |  |
|---|--|--|
| Names of Receiving Parties  |  |  |
| 06/28/1999 MTHAI1 00000209 010885 09294980                          |  |  |
| 01 FC:501 40.00 CH  |  |  |
| Name Imperial College of Science, Technology and Medicine of London |  |  |
| Address 1 London SW7 2 AZ   |  |  |
| Address 2 England   |  |  |

 Additional Receiving Parties Attached

 If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

6.

**DOMESTIC REPRESENTATIVE NAME AND ADDRESS**

|           |                                     |
|-----------|-------------------------------------|
| Name      | Carlos A. Fisher (T2-2E)            |
| Address 1 | Allergan, Inc.                      |
| Address 2 | 2525 Dupont Drive, Irvine, CA 92612 |

8.

**CORRESPONDENCE NAME AND ADDRESS**

|                   |                                     |
|-------------------|-------------------------------------|
| Name              | Carlos A. Fisher (T2-2E)            |
| Address 1         | Allergan, Inc.                      |
| Address 2         | 2525 Dupont Drive, Irvine, CA 92612 |
| Telephone and Fax | 714-246-4920/ 714-246-4249          |

9. Total Number of pages of the conveying document, including attachments: 6

10.

**APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property)**

|                    |                            |               |
|--------------------|----------------------------|---------------|
| Application Number | 09/294,980 Filed 4/19/1999 | Patent Number |
| Application Number |                            | Patent Number |
| Application Number |                            | Patent Number |
| Application Number |                            | Patent Number |

11. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first inventor:

Title of Patent Application: \_\_\_\_\_

Docket No.: \_\_\_\_\_

Date of Execution by First Inventor: \_\_\_\_\_

12. Total Number of Properties Involved: 1

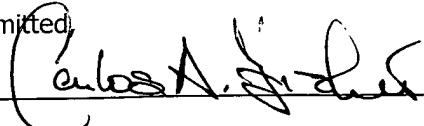
13. The fee amount (37 CFR §3.41) of \$ 40.00

 may be debited from our Deposit Account No. 01-0885. is enclosed as check no. \_\_\_\_\_.14.  The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE



Date: 6/28/99

TYPED or PRINTED NAME: CARLOS A. FISHER, ESQ.REGISTRATION NO. 36,510

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 7<sup>th</sup> day of May 1999 between

- (1) Imperial College of Science, Technology and Medicine of London, SW7 2AZ, ("the College") and
- (2) Professor Oliver Dolly of Department of Biochemistry, Imperial College of Science, Technology and Medicine, London SW7 2AZ ("Professor Dolly") and
- (3) Dr Anton De De Paiva of Department of Biochemistry, Imperial College of Science, Technology and Medicine, London SW7 2AZ ("Dr De Paiva") and

### WHEREAS

- A. Professor Dolly and Dr De Paiva of the College have made an invention Compositions and Methods for Modulating Neural Sprouting ("the Invention") in respect of which there has been filed a US Provisional Patent Application 60/ 083,472 ("the Patent Application").
- B. At the time the Invention was made Professor Dolly and Dr De Paiva were employees of the College and the Invention was made in the course of their normal duties and the College is consequently the beneficial owner of the Invention pursuant to Section 39 of the Patents Act 1977.
- C. Professor Dolly and Dr De Paiva wish to assign their rights in the Invention and the Patent Application to the College and the College wishes to take assignment of such rights.

### IT IS HEREBY AGREED as follows:

1. Professor Dolly and Dr De Paiva warrant that they were co-inventors of the Invention.
2. Professor Dolly and Dr De Paiva acknowledge that the Invention was made in the course of their normal duties as employees of the College and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of their duties and that consequently the Invention belongs to the College pursuant to Section 39 of the Patents Act 1977.
3. In consideration with the College agreeing to share any income from the commercial exploitation of the Invention with Professor Dolly and Dr De Paiva in accordance with the College policy in place at the time, Professor Dolly and Dr De Paiva assign and confirm absolutely to the College:
  - (i) the Invention and all patents and other intellectual property that have or may be granted pursuant to the Patent Application, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Patent Application in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions); and
  - (ii) all rights of action, powers and benefits arising from ownership of the Invention and the Patent Application, including without limitation the right

*Assignment*

to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Agreement; and

(iii) all rights of ownership of any materials that form part of the Invention.

4. The College accepts such assignment.

5. Professor Dolly and Dr De Paiva each agree that they will at the request and expense of IC Innovations:

(i) take all reasonable steps to assist in obtaining the grant of patent or other forms of statutory protection in respect of the Invention in any territory as may be required by the College; and

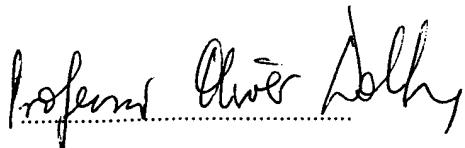
(ii) execute and do all such documents and things as may be necessary for the purpose of sub-paragraph (i) of this Clause 5 and for vesting any relevant rights in the College absolutely.

6. The transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value exceeds £60,000 (sixty thousand pounds).

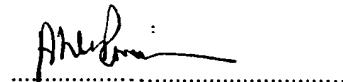
7. This Agreement, its construction and performance shall be governed by the laws of England and subject to the jurisdiction of the English courts.

**SIGNED BY:**

**Professor Oliver Dolly**



**Dr Anton De Paiva**



**Imperial College of Science, Technology and Medicine**

By: M Hansen

By: W. A. Wakeham

Name: M Hansen

Name: W. A. Wakeham

Title: Director of Finance

Title: Deputy Rector

*Assignment*

STATEMENT OF NOTARY PUBLIC

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7th day of May 1999

On May 7, 1999, before me, Kerr Milligan personally appeared Michael Ray HANSEN and William Arnot WAKEHAM

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

  
Signature

JAMES KERR MILLIGAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
WITH LIFE.



## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RE: Application of: Dolly et al )  
Serial No. 09/294,9801 ) Group: Not yet assigned  
Filed: April 19, 1999 ) Examiner: Not yet assigned  
Title: COMPOSITIONS AND )  
METHODS FOR MODULATING )  
NEURAL SPROUTING )

TRANSMITTAL SHEET

Box: Assignments  
Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Transmitted herewith are the following documents:

- 1) Recordation Form Cover Sheet
- 2) Assignment
- 3) Return/Stamped Postcard

The surcharge set forth in 37 CFR 1.16(e) for a large entity, as well as any other fee necessary in connection with this communication, is hereby authorized to be debited from our Deposit Account 01-0885.

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS, ON THE DATE SHOWN BELOW, BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE WITH SUFFICIENT POSTAGE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENT, ASSISTANT COMMISSIONER FOR PATENTS, WASHINGTON, D.C. 20231

Signed: Bonnie Ferguson  
Name (printed) Bonnie Ferguson

Date of signature: 6/24/99

Date of Mailing: 6/24/99



1259 CP  
**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

AUGUST 30, 1999

PTAS

ALLERGAN, INC.  
CARLOS A. FISHER (T2-2E)  
2525 DUPONT DRIVE  
IRVINE, CA 92612



\*101082536A\*

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SEP 15 1999

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT **LEGAL/PATENTS**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/28/1999

REEL/FRAME: 010054/0854  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

IMPERIAL COLLEGE OF SCIENCE,  
TECHNOLOGY AND MEDICINE

DOC DATE: 05/07/1999

ASSIGNEE:

ALLERGAN SALES, INC.  
2525 DUPONT DRIVE  
IRVINE, CALIFORNIA 92612

SERIAL NUMBER: 09294980

FILING DATE: 04/19/1999  
ISSUE DATE:

SHIRLIE SIMON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

06-30-1999

RECEIVED



SHEET

101082536

To: The Commissioner of Patents and Trademarks,

Please record the attached original document(s) or copy(ies):

## 1. Submission Type:

 New

RECEIVED

 Correction of PTO error (Reel /frame )

SEP 15 1999

 Corrective Document (Reel /frame )

LEGAL/PATENTS

## 2. Conveyance Type:

 Assignment

6-28-99

 License Merger Security Agreement Change of Name Other: \_\_\_\_\_

## 3.

| CONVEYING PARTIES                                      |                    |
|--|--------------------|
| Names of Conveying Parties                             | Date of Conveyance |
| 1 Imperial College of Science, Technology and Medicine | May 7, 1999        |
| 2.   |                    |
| 3.   |                    |

 Additional Conveying Parties Attached

## 4.

| RECEIVING PARTIES           |  |
|-----------------------------|--|
| Names of Receiving Parties  |  |
| Name Allergan Sales, Inc.   |  |
| Address 1 2525 Dupont Drive |  |
| Address 2 Irvine, CA 92612  |  |

 Additional Receiving Parties Attached If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

06/28/1999 MTHAI1 00000211 010885 09294980

01 FC:581

40.00 CH

6.

| <b>DOMESTIC REPRESENTATIVE NAME AND ADDRESS</b> |  |
|---|--|
| Name  |  |
| Address 1                                       |  |
| Address 2                                       |  |

8.

| <b>CORRESPONDENCE NAME AND ADDRESS</b> |                                     |
|--|-------------------------------------|
| Name                                   | Carlos A. Fisher (T2-2E)            |
| Address 1                              | Allergan, Inc.                      |
| Address 2                              | 2525 Dupont Drive, Irvine, CA 92612 |
| Telephone and Fax                      | 714-246-4920/ 714-246-4249          |

9. Total Number of pages of the conveying document, including attachments:

5 6

10.

| <b>APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property)</b> |                            |
|---|----------------------------|
| Application Number  | 09/294,980 Filed 4/19/1999 |
| Application Number  | Patent Number              |
| Application Number  | Patent Number              |
| Application Number  | Patent Number              |

11. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first inventor:

Title of Patent Application: \_\_\_\_\_

Docket No.: \_\_\_\_\_

Date of Execution by First Inventor: \_\_\_\_\_

12. Total Number of Properties Involved: 113. The fee amount (37 CFR §3.41) of \$ 40.00 may be debited from our Deposit Account No. 01-0885. is enclosed as check no. \_\_\_\_\_.14.  The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE \_\_\_\_\_

Date: 4/23/99TYPED or PRINTED NAME: CARLOS A. FISHER, ESQ.REGISTRATION NO. 36,510

## ASSIGNMENT

This Assignment is made by Imperial College of Science, Technology and Medicine, having an address at Sherfield Building, South Kensington, London, SW7 2AZ, United Kingdom (hereinafter "the University").

WHEREAS, Allergan Sales, Inc. (hereinafter "Allergan") is the successor in interest to certain assets of Allergan Inc., a Delaware corporation, and

WHEREAS, among such assets is a Research Agreement effective April 28, 1995 between the University and Allergan, Inc., and any and all extensions and amendments thereof (hereinafter the "Research Agreement"), and

WHEREAS, under the terms of the Research Agreement the University has agreed to assign all rights, title, and interest either conceived or reduced to practice as a result of the research Project to Allergan Inc., and

WHEREAS, in the course of the research Project certain inventions were jointly conceived by University's employees and Allergan that resulted in the filing of United States provisional patent application 60/ 083,472 on April 29, 1998 and other patent applications based thereon and claiming priority of invention thereto,

NOW THEREFORE,

In consideration of funding provided by Allergan to the University under the terms of the Research Agreement and other good and valuable consideration including Allergan agreeing to pay the University a reasonable royalty on commercial products covered by a valid claim of the patent in accordance with the terms of the Research Agreement, the University, joint owner with Allergan of the entire right, title, and interest in U.S. Patent Application Serial No. No. 60/ 083,472 (hereinafter the Patent Application), filed in the United States Patent and Trademark Office on April 29, 1998, hereby sells and assigns to Allergan Sales, Inc., a corporation of California, its the entire right, title, and interest throughout the world in, to and under the said inventions, and the said application and all divisions, renewals, continuations-in-part and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reexaminations, reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and we hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said Allergan Sales, Inc., its successors, legal representatives and assigns, in accordance with the terms of this instrument, said right,

title, and interest to be held and enjoyed by Allergan Sales, Inc., its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by the University had this assignment not been made.

AND WE HEREBY covenant and agree that we will communicate to the said Allergan Sales, Inc., its successors, legal representatives and assigns, any facts known to us respecting said inventions, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation-in-part, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said Allergan Sales, Inc., its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said inventions in all countries.

In testimony whereof, the University has caused this assignment to be signed by its duly authorized officers and its seal to be attached this 7<sup>th</sup> day of May, 1999.

Imperial College of Science, Technology and Medicine

By: M. Hansen

Name: M. Hansen

Title: Director of Finance

By: W. A. Waneham

Name: W. A. Waneham

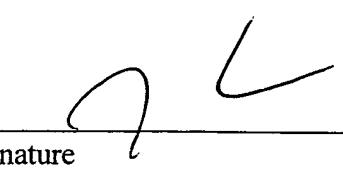
Title: DEPUTY RECTOR

## STATEMENT OF NOTARY PUBLIC

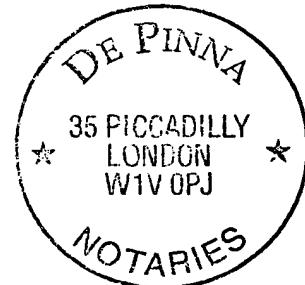
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7<sup>th</sup> day of May,  
19 99

On May 7, 1999, before me, Kerr Milligan personally appeared Michael Ray HANSEN and William Arnot WAKEHAM personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature

JAMES KERR MILLIGAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
WITH LIFE.



## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RE: Application of: Dolly et al )  
Serial No. 09/294,9801 ) Group: Not yet assigned  
Filed: April 19, 1999 ) Examiner: Not yet assigned  
Title: COMPOSITIONS AND )  
METHODS FOR MODULATING )  
NEURAL SPROUTING )  
\_\_\_\_\_  
)

TRANSMITTAL SHEET

Box: Assignments  
Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

Transmitted herewith are the following documents:

- 1) Recordation Form Cover Sheet
- 2) Assignment
- 3) Return/Stamped Postcard

The surcharge set forth in 37 CFR 1.16(e) for a large entity, as well as any other fee necessary in connection with this communication, is hereby authorized to be debited from our Deposit Account 01-0885.

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS, ON THE DATE SHOWN BELOW, BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE WITH SUFFICIENT POSTAGE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENT, ASSISTANT COMMISSIONER FOR PATENTS, WASHINGTON, D.C. 20231

Signed: Bonnie Ferguson  
Name (printed) Bonnie Ferguson

Date of signature: 6/24/99  
Date of Mailing: 6/24/99